

## **THE AGUILERA LAW GROUP, APLC**

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Attorney for Plaintiff  
**ST. PAUL MERCURY INSURANCE COMPANY**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

**ST. PAUL MERCURY INSURANCE  
COMPANY, a Minnesota corporation**

Plaintiff,

V.

AMERICAN SAFETY INDEMNITY  
COMPANY, an Oklahoma corporation; et  
al.

### Defendants.

Case No. 5:12-cv-05952-LHK  
Hon. Lucy H. Koh

**STIPULATION TO DISMISS HARTFORD  
FIRE INSURANCE COMPANY AND  
HARTFORD CASUALTY INSURANCE  
COMPANY; [PROPOSED] ORDER**

Complaint Filed: November 21, 2012  
Trial Date: June 23, 2014

IT IS HEREBY STIPULATED by and between Plaintiff ST. PAUL MERCURY INSURANCE COMPANY (“ST. PAUL”) and Defendant HARTFORD FIRE INSURANCE COMPANY, erroneously sued as Hartford Casualty Insurance Company, through their designated counsel that Hartford Fire Insurance Company and Hartford Casualty Insurance Company (collectively “HARTFORD”) only be and hereby are dismissed without prejudice from the above-captioned action pursuant to FRCP 41(a)(1).

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1 Both Plaintiff ST. PAUL and Defendant HARTFORD FIRE INSURANCE COMPANY  
2 further stipulate to bear their own costs and fees.  
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4 Dated: April 16, 2013

**THE AGUILERA LAW GROUP, APLC**

6 */s/ Scott La Salle*  
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8 A. Eric Aguilera  
9 Scott La Salle  
10 Attorneys for Plaintiff ST. PAUL FIRE AND MARINE  
11 INSURANCE COMPANY

12 Dated: April 16, 2013

**SMITH, SMITH & FEELEY, LLP**

13 */s/ John E. Feeley*  
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15 John E. Feeley  
16 Attorneys for Defendant HARTFORD FIRE INSURANCE  
17 COMPANY, erroneously sued as Hartford Casualty Insurance  
18 Company

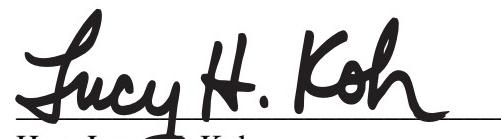
19 **ORDER**

20 Pursuant to stipulation of Plaintiff ST. PAUL and Defendant HARTFORD FIRE  
21 INSURANCE COMPANY and good cause existing therefore,

22 **IT IS HEREBY ORDERED** that Hartford Fire Insurance Company and Hartford  
23 Casualty Insurance Company only are dismissed without prejudice, with each party to bear their  
24 own costs and fees.

25 Dated: April 29, 2013

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Hon. Lucy H. Koh  
Judge of the District Court